



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

In the absence of a special agreement, a bailee, since he has exclusive possession, is entitled to move the object bailed. *Atlantic Coast Line R. Co. v. Baker*, 118 Ga. 809, 45 S. E. 673. The ordinary restaurant guest who hangs his overcoat a few feet from his table is probably unwilling that it be carried away and locked up till called for.

**BANKRUPTCY — DISCHARGE — JUDGMENT FOR ALIMONY.** — A judgment was obtained in New York founded upon a North Dakota judgment for alimony. Thereafter, the person against whom the judgment was rendered became bankrupt and obtained a discharge. *Held*, that the judgment is nevertheless enforceable. *Matter of Estate of Williams*, 49 N. Y. L. J. 171 (N. Y., Ct. App.).

For a criticism of the contrary holding in the same case in a court below, see 23 HARV. L. REV. 146.

**BANKRUPTCY — DISSOLUTION OF LIENS — LIENS "VOID" BY SECTION 67f MERELY VOIDABLE BY TRUSTEE.** — A creditor obtained a judgment lien on the property of an insolvent within four months of his bankruptcy. Section 67f of the Bankruptcy Act provides that such liens shall be deemed void and that the property affected thereby shall pass to the trustee. The trustee elected not to take the property. *Held*, that the lien may be enforced notwithstanding the bankrupt's discharge. *McCarty v. Light*, 139 N. Y. Supp. 853 (Sup. Ct., App. Div.).

Section 67f of the Bankruptcy Act was obviously enacted for the benefit of the trustee as the representative of all the creditors and not for the benefit of the bankrupt. Consequently, it is well settled as a matter of construction that the liens referred to in that section are only voidable at the option of the trustee. Hence neither the bankrupt himself nor outsiders can set up the automatic operation of the section. *Rochester Lumber Co. v. Locke*, 72 N. H. 22, 54 Atl. 705; *Frazee v. Nelson*, 179 Mass. 456, 61 N. E. 40; *Hutchins v. Cantu*, 66 S. W. 138 (Tex.). For the same reason, the section has been construed as not applying to liens on exempt property. *McKenney v. Cheney*, 118 Ga. 387, 45 S. E. 433. But see *In re Tune*, 115 Fed. 906. A further analogy is found in dealing with the Statute of Elizabeth. Notwithstanding its broad language declaring all transfers of property in fraud of creditors void, it is firmly established that such transfers are merely voidable at the option of those persons for whose benefit the statute was enacted. *Burgett's Lessee v. Burgett*, 1 Ham. (1 Oh.) 469; *Doster v. Manistee National Bank*, 67 Ark. 325, 55 S. W. 137. The same principle is followed in construing conditions in leases. *Smith v. Sinclair*, 59 N. J. L. 84, 34 Atl. 943; *Bowman v. Foot*, 29 Conn. 331. *Cf. Trask v. Wheeler*, 7 Allen (Mass.) 109.

**CARRIERS — LIMITATION OF LIABILITY — EFFECT OF DEVIATION BY CARRIER UPON CONTRACT FOR AGREED VALUATION.** — The plaintiff shipped livestock over the defendant railroad under a special contract, excusing the defendant from liability as an insurer under certain circumstances and providing for an agreed valuation of the stock per head in case of loss. The railroad carried the shipment by a different route from that ordered. Part of the livestock was destroyed. *Held*, that the plaintiff may recover the proven, instead of the agreed, value. *Atlantic Coast Line R. Co. v. Hinely-Stephens Co.*, 60 So. 749 (Fla.).

By special contract a carrier may obtain exemptions from his usual liability as insurer. *Grace v. Adams*, 100 Mass. 505; *Anchor Line v. Dater*, 68 Ill. 369. Also by an agreed valuation of the goods shipped he may fix the maximum recovery of the shipper in case of loss. *Hart v. Pennsylvania R.*, 112 U. S. 331, 5 Sup. Ct. 151; *Graves v. Lake Shore & M. S. R.*, 137 Mass. 33. *Contra*, *Moulton v. St. Paul, M. & M. Ry. Co.*, 31 Minn. 85, 16 N. W. 497. That a de-

viating carrier loses the benefits of a contract limiting liability as insurer is well settled. *Robertson v. National S. S. Co.*, 60 N. Y. Super. Ct. 132, 14 N. Y. Supp. 313; *Galveston, H. & H. Ry. Co. v. Allison*, 59 Tex. 193. But no American cases have been found discussing the effect of deviation where an agreed valuation is part of the contract. A few decisions hold the deviating carrier a converter and consequently liable for the full value of the goods in trover. *Phillips v. Brigham*, 26 Ga. 617. But this view of deviation seems incorrect. *Southern Pac. Co. v. Booth*, 39 S. W. 585 (Tex. Civ. App.). See 2 HUTCHINSON, CARRIERS, 3 ed., § 621. The result of the principal case, however, finds support in England on the ground that an unwarranted deviation is a substantial breach of the special contract which prevents the carrier from asserting any right under it. *Balian v. Joly, Victoria & Co.*, 6 T. L. R. 345. Cf. *Thorley v. Orchis Steamship Co.*, [1907] 1 K. B. 660; *Kish v. Taylor*, [1912] A. C. 604. The elimination of the special contract remits the parties to the ordinary common-law rights and duties of the relation of carrier and shipper. It seems that this should be true whether the special contract provides for exemption or agreed valuation.

CONFLICT OF LAWS — ASSIGNMENT OF CONTRACTS — INDORSEMENT OF INSTRUMENT, NON-NEGOTIABLE IN PLACE OF CONTRACTING, AT A PLACE WHERE SUCH INSTRUMENTS ARE NEGOTIABLE. — A bill of lading issued in England was indorsed for a special purpose in Massachusetts and transferred by the indorsee to the plaintiff, a *bonâ fide* purchaser. By the English law, such a transfer gives no right in the goods except for the special purpose. By the law of Massachusetts the *bonâ fide* purchaser obtains a perfect title. The defendant, the original holder of the bill, obtained the goods from the carrier. *Held*, that the plaintiff can recover in trover. *Roland M. Baker Co. v. Brown*, 100 N. E. 1025 (Mass.).

The authorities are divided as to what law governs the negotiability of an instrument. In some jurisdictions the law of the place of performance governs. *Stevens v. Gregg*, 89 Ky. 461, 12 S. W. 775. Since the question relates to the nature of the obligation assumed by the obligor, the correct view would seem to be that it is for the *lex loci contractus*. This view is taken in some jurisdictions. *Havenstein v. Barnes*, 5 Dill. (U. S.) 482; *De La Chaumette v. Bank of England*, 2 B. & A. 385; *Lebel v. Tucker*, L. R. 3 C. B. 77. This is clear where the same place is named for payment. *Cope v. Darrell*, 9 Dana (Ky.) 415; *Coburn v. Planter's National Bank*, 87 Va. 661, 13 S. E. 98. Or where there is no other place of payment expressed. *Barrett v. Dodge*, 16 R. I. 740, 19 Atl. 530; *Strawberry Point Bank v. Lee*, 117 Mich. 122, 75 N. W. 444. But where, as in the principal case, the dispute arises between successive holders of the bill of lading, different considerations arise. The question is as to the effect which the transfer of the bill of lading has on the title to the goods, and the law of the place where the act of transfer takes place is the proper law to determine its validity. *Alcock v. Smith*, [1892] 1 Ch. 238.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — ADMINISTRATIVE BODY WITH LEGISLATIVE AND JUDICIAL POWERS. — By statute a railroad commission was given power to hold judicial hearings and legislative powers to make regulations. The constitution provided that "the legislative, executive, and judiciary departments shall be separate and distinct so that neither shall exercise the powers properly belonging to the other." *Held*, that the statute does not result in an unconstitutional distribution of the powers of government. *Sabre v. Rutland R. Co.*, 85 Atl. 693 (Vt.). See NOTES, p. 744.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — EXECUTIVE APPOINTMENT OF SUBORDINATE JUDICIAL OFFICERS. — By statute the board of county